

# **JONATHAN LEVER DENTAL CARE PATIENT PLAN**

## Background

The purpose of this document is to set out the terms of the agreement for treatment between the Patient and the Dental Practice named below under the Jonathan Lever Dental Care Payment Plan for budgeting for the Patient's dental health care treatment. This document details the treatment to which the Patient is entitled to and the Patient's obligations to the Dental Practice under the Plan.

This document has been designed to clearly explain the operation of the Plan to the Patient. However, if you have any questions about the Plan, please do not hesitate to discuss them with your Dental Practice who will only be too pleased to advise you. In particular, if you have any questions about which treatments are included within the scope of the Plan you should ask the Dental Practice before signing this agreement.

Please read the terms and conditions set out below very carefully and if you are happy to proceed, sign the agreement form and return it to the Dental Practice. An additional copy of the agreement is available upon request for your records. By signing a copy of this agreement you are agreeing to be bound by the terms and conditions contained in it.

## **TERMS AND CONDITIONS**

1. Definitions in this Agreement: 'Dental Practice' means Jonathan Lever Dental Care, 92 Edgware Way, Edgware Middx.HA8 8JS

'The Patient' means the patient signing the agreement

### **2.Operation of the Plan**

The Dental Practice operates a plan to allow the Patient to budget for certain aspects of their dental treatment by collecting either monthly a direct debit or an annual cheque from the Patient **for a minimum of one year from the date of signing this agreement.** This type of plan is commonly known as a maintenance plan. The agreement for treatment however is between the Patient and the Dental Practice

### **3.Assignment**

The Agreement is personal to the Patient and the Dental Practice named in it. It may not be transferred or assigned to another dentist or dental practice. If the Patient receives treatment from another dentist that was not arranged by the Dental Practice it will not be covered by the Plan and the Patient will have to pay the other dentist's fees and charges themselves.

### **4.Treatment that is covered under the Plan**

Under the Plan the Patient is entitled to receive the dental treatment provided by the band allocated to them under the Dental Practice Plan.

### **5.Emergency Treatment**

The Dental Practice will provide reasonable access to emergency treatment outside of normal practice hours. The Dental Practice at its discretion may either provide this treatment itself or through another dentist via prior arrangement.

### **6.Treatment that is not covered by the Plan**

(i) The following treatments and charges are not included under the terms of the Plan:

- Any treatment that has commenced prior to entering into this agreement
- Any treatment other than that specified under the band in the plan
- Treatment which in the Dental Practice's opinion is not clinically required
- Treatment given elsewhere than at the Dental Practice
- Treatment given by another dentist that the Dental Practice has not arranged on behalf of the Patient.
- Out of hours Prescriptions dispensed through a third party pharmacy
- Non first- line antibiotics requiring prescription

### **7.Paying for treatment that is not covered by the Plan**

Nothing in this Agreement prevents the Patient from receiving treatment from the Dental Practice that is not paid for under the Plan, if the treatment has been agreed between the Patient and the Dental Practice. However, the Patient will be responsible for paying for any treatment or charges not covered by the Plan

### **8.Treatment given by another dentist**

The Plan only covers treatment that is either provided or arranged by the Dental Practice. It will therefore cover treatment given to the Patient by a dentist who is not associated with the Dental Practice provided that the Dental Practice has arranged this treatment on the Patient's behalf. However, if the Patient receives treatment from another dentist that was not arranged by the Dental Practice, the cost of the treatment will not be met by the Plan and the Patient will have to pay for this treatment themselves.

### **9.Specialist treatment**

The Plan does not include payment of costs for either referral to a specialist or treatment from a specialist. If a Patient requires referral to a specialist or treatment from a specialist then the Patient will have to pay for the referral and/or treatment themselves.

### **10. Disclosure of records**

Upon signature of this Agreement the Patient consents to the disclosure of the Patient's dental and other records for the purposes of any treatment, examination or review of dental health care provided by the Dental Practice under this agreement. The Patient's records will only be disclosed for these purposes and no other purpose without the Patient's express written consent.

### **11. Payment of fees**

(i) The Dental Practice will provide the Patient with 1 direct debit form

This form is a monthly direct debit form to cover the Patient's treatment under the Plan.

The Patient should sign the direct debit form and return it to the Dental Practice. Any payment for treatment or items not included within the Plan should be made directly to the Dental Practice.

(ii) The monthly direct debit form will continue to be collected by the Dental Practice until the agreement has been terminated in accordance with the provisions of this agreement. Except in the case of an administrative error on the part of the Dental Practice no refund of any payment made under these terms and conditions will be allowed.

## 12. Variation of direct debits

If it is necessary for the Patient's monthly direct debit to be varied the Patient will be given 2 months written notice of the need for variation. Where the Patient is given notice of an increase in the monthly direct debit the Patient will be given two months notice in writing.

There is likely to be a small incremental fee increase annually in March. This will apply to all Patients irrespective of when they commence the plan

## 13. Missing a direct debit Payment

If the Patient fails to pay a monthly fee within 1 month of it falling due, the Dental Practice will contact the Patient to review the situation. If the Patient fails to make 2 successive payments without good reason this agreement will be terminated by the Dental Practice immediately. Upon termination of the agreement under this paragraph the Patient's cover under the Plan will terminate. The Patient will then be personally liable for any fees payable to the Dental Practice immediately.

## 14. Dispute Resolution

This Dental Practice is obliged to maintain an internal complaints procedure. Should the Patient be dissatisfied with the care that they received they should raise the matter with Mr Jonathan Lever

## 15. The Patient's obligations

(i) The Patient must:

- Keep all appointments made with the Dental Practice for treatment or examination. If you are unable to attend an appointment please let the Dental Practice know as soon as possible; A fee may be chargeable for non emergency failure or late cancellation.
- Inform the Dental Practice immediately of any incident or problem affecting their dental health or anything that may potentially affect their dental health

If the Patient does not comply with the above requirements then the Patient will not be entitled to receive treatment under the terms of the Plan. The Patient will become personally liable to pay the fees charged by the Dental Practice for treatment provided to correct any problem with the Patient's dental health that the Patient has failed to inform the Dental Practice of.

(ii) If in the reasonable opinion of the Patient's dentist, it is no longer possible to maintain the Patient's dental health because of something that the Patient has done or something that the Patient has failed to do, then the Dental Practice may end this agreement immediately by giving the Patient written notice to that effect.

## 16. Varying this Agreement

The terms and conditions of this Agreement may be varied by the Dental Practice after they have provided the Patient with 1 months written notice of their intention to vary the Agreement. Such notice will be deemed to have been received on the second day after posting by first class post. If the Patient does not wish to accept the variation then the Patient may terminate this Agreement by giving 21 days clear written notice to the Dental Practice. If the Patient does not give notice within the time allowed by this paragraph then the Patient will be taken to have accepted the variation to the Agreement.

## 17. Terminating this Agreement

1. The Patient may end this Agreement by giving no less than 30 days clear written notice to the Dental Practice. If the Patient wishes to leave the Dental Practice the Patient should arrange a final appointment at which the Dental Practice will arrange to provide the Patient with any necessary outstanding treatment, review their dental health and prepare a record of their dental health which the Patient must provide to their new dentist.

2. The Dental Practice may end this Agreement by giving the Patient written notice. Such notice will expire on the last day of a month after 2 months of the notice having been sent or the completion of an outstanding course of treatment, whichever ever event occurs last. Such notice will be deemed to have been received on the second day after posting by first class post

## 18. Entire Agreement

The terms contained in this Agreement constitute the entire terms between the Patient and the Dental Practice in relation to dental health care provided under the Plan. This Agreement supersedes any previous agreement or understanding and may not be varied except in writing by the Dental Practice.

## 19. Governing law and jurisdiction

English law shall apply to this Agreement and both the Patient and the Dental Practice agree to submit to the exclusive jurisdiction of the English and Welsh courts/Irish Courts.

## 20. waiver

No waiver by the Dental Practice of any breach of this Agreement by the Patient shall be considered as a waiver of any subsequent breach of the same or any other provision.

## 21. Severance

If any provision of this Agreement is held by a court or other competent authority to be invalid or unenforceable in whole or part the validity of the other provisions of this Agreement and the remainder of the provision in question shall not be affected.